

RESOLUTION NO. CR-31-92

A RESOLUTION TO AUTHORIZE THE ADMINISTRATIVE ASSISTANT
TO ENTER INTO AN AGREEMENT WITH CSX TRANSPORTATION

WHEREAS, the City of Grove City desires to upgrade the rail crossing located on Southwest Boulevard; and

WHEREAS, any improvements to the rail crossing must be done by and/or through CSX Transportation.

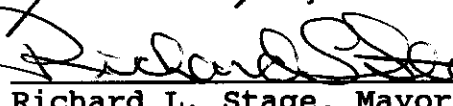
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Administrative Assistant is hereby authorized to enter into the attached agreement marked "Exhibit A" for the upgrade of the Southwest Boulevard Rail Crossing.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.



Brian L. Buzby, President of Council



Richard L. Stage, Mayor

Passed: 6/1/92
Effective: 6/1/92

Attest: 

Tami K. Kelly, Clerk of Council

I Certify that this resolution is correct as to form.



Thomas R. Clark, Director of Law

EXHIBIT "A"

THIS AGREEMENT, made and entered into this _____ day of _____, 1992 by and between CSX TRANSPORTATION, INC., a Virginia Corporation, whose address is 500 Water Street, Jacksonville, Florida 32202 hereinafter referred to as the **Railroad**; and THE CITY OF GROVE CITY, a political subdivision of the state of OHIO, whose address is Post Office Box 427, 3262 Ventura Boulevard, Grove City, Ohio 43123, hereinafter referred to as the **City**:

WITNESSETH: That the **Railroad**, for and in consideration of One Dollar to it in hand paid by the **City**, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by the **City** as hereinafter expressed, hereby grants or confirms to the **City** an easement or right-of-way, within the limits hereinafter set out, for constructing, improving and maintaining a highway or street crossing (including the usual appurtenances, such as approaches, paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities) at grade across the right of way and track or tracks of the **Railroad** at Southwest Boulevard; Milepost BR-63.58; U.S.DOT/AAR 151592D; at or near Grove City, Ohio.

And the **City** hereby covenants and agrees in consideration of said agreement:

1(a). Said crossing shall be improved at the cost and expense of the **City**, but in a manner and of materials in all respects satisfactory to the Chief Engineer of the **Railroad**, and all incidental expenses necessarily incurred in connection therewith shall be borne by the **City**. After crossing improvements have been completed, the **City** shall maintain said crossing at its expense and in a manner in all respects satisfactory to said Chief Engineer, except, however, the **Railroad** shall maintain, but at the **City's** expense, the portion of said crossing between the rails of said track(s) and for two feet on the outside of each rail thereof.

(b). Simultaneously with the execution of this agreement by the **City**, the **City** hereby agrees to deposit with the **Railroad** the sum of \$65,266.76 being the estimated amount of the cost of the work to be performed by the **Railroad** and the materials to be furnished by the **Railroad** in connection with construction of a standard RUBBER CROSSING SURFACE; as itemized on estimate (OH421725) attached hereto and made a part hereof; at the location described herein. In the event said deposit is less than the actual cost borne by the **Railroad**, the **City** shall also, upon receipt of a bill rendered by the **Railroad**, promptly pay such additional cost to the **Railroad**. In the event said deposit is in excess of the actual cost borne by the **Railroad**, the **Railroad** shall promptly refund the difference to the **City**. Upon completion of the crossing improvements, the **Railroad** shall furnish to the **City** a detailed statement showing the cost of all work and materials used for construction of said crossing.

2. The City will bear the cost of all temporary and permanent changes made necessary in the Railroad's signal wire line or other facilities, and in the wire line facilities of any utility that has compensable interest on the Railroad's right-of-way occasioned by the construction of said crossing and the occupancy of the Railroad's property.

3. The cost of all work performed by the Railroad (including flagging and engineering services, if any) and all materials furnished by the Railroad within the scope of this agreement to which the City is obligated to reimburse the Railroad for the cost thereof shall have surcharges added thereto in accordance with Federal-Aid Highway Program Manual Transmittal 129, dated April 25, 1975, in effect at the time the work is accomplished. All other accounting and reimbursement shall be in accordance with the Railroad's usual practice in effect for similar work at the time the project is in progress.

4. During such time that the Railroad performs improvements, maintenance or repairs to said crossing, the City will, and at the directions of the Railroad, either close said crossing to traffic or provide flagging protection (and temporary detour, if deemed necessary) at the City's expense.

5(a). The Railroad reserves the right at any time, if it so desires, to construct an additional track or tracks across said crossing.

(b). The Railroad also reserves the right at any time, if it so desires, to remove (abandon) any trackage located within the limits of said crossing.

6. In consideration for the rights hereby granted, it is expressly agreed that the Railroad shall not at any time or in any manner be assessed with the cost or any part of the cost of the construction and maintenance of any improvement constructed now or at any time in the future on or adjacent to said crossing.

7. The City understands that this agreement does not allow the City to install or permit the installation of any other utility within the limits of the crossing described herein.

8. The City agrees to save harmless the Railroad, its successors and assigns from any and all claims, including reasonable attorney's fees, arising out of any suit, on account of personal injuries or damage to property of whatever nature arising during construction, reconstruction or on account of improper or faulty drainage arising out of said construction or reconstruction of said crossing which is the result of the City's sole negligence.

9(a). The City will require its contractor to purchase at no cost to the Railroad and to maintain until work on the crossing and approaches is completed and accepted, Railroad Protective Liability Insurance in a combined single limit of \$2,000,000.00 for all personal injury and property damage per occurrence, subject to an aggregate limit of \$6,000,000.00 per annual policy period. The policy of insurance shall name the Railroad as the named insured, address 500 Water Street, Jacksonville, Florida 32202, and the original policy shall be sent to Railroad's Casualty Insurance Department for approval and filing prior to contractor's entry on the job site. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusion Amendment (CG 28 31 11 85), endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21).

(b). As an alternative, the City may pay the Railroad a fee of \$1,000.00 which will relieve the City and its contractor of the responsibility for placing Railroad Protective Liability Insurance.

(c). The City shall also require any contractor(s) to procure and maintain throughout construction or reconstruction of said crossing a Commercial General Liability Policy on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include: minimum limits of \$2,000,000.00 per occurrence and \$6,000,000.00 aggregate for bodily injury liability and a minimum limit of \$2,000,000.00 for property damage liability or \$6,000,000.00 aggregate. The Railroad and the City are specifically named as additional insureds. The Railroad requires proof of said insurance be sent to Railroads Casualty Insurance Department, for approval prior to any work being performed in CSX Transportation, Inc. Right-of-Way.

10. It is understood and agreed that this easement agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the CITY COMMISSION OF GROVE CITY, OHIO, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for RAILROAD:

CSX TRANSPORTATION, INC:

By _____ (L.S.)

Witnesses for CITY:

GROVE CITY, OHIO:

By _____ (L.S.)

Attest _____ (SEAL)
Clerk

GROVE CITY, FRANKLIN COUNTY, OHIO
SOUTHWEST BOULEVARD
U.S.DOT/AAR 151592D
MILEPOST BR-63.58

PRINTED: 05/19/92
FILE: (OH421725)

CSX TRANSPORTATION

FORCE ACCOUNT ESTIMATE
ACCT. CODE: 70921-421725

TOTAL COST: \$ 65,266.76

Page 1

DESCRIPTION:

RENEW CROSSING SURFACE WITH 75TF GOODYEAR "SUPER CUSHION" RUBBER CROSSING
SURFACE.
CITY OF GROVE CITY ROADWAY IMPROVEMENT PROJECT.

PRELIMINARY ENGINEERING:

LABOR	1 DAYS @	200.00	200.00
SURCHARGE 41.62%			83.24
EXPENSES			35.00
			=====
SUB-TOTAL		\$	318.24

CONSTRUCTION ENGINEERING/INSPECTION:

LABOR	7 DAYS @	200.00	1400.00
SURCHARGE 41.62%			582.68
EXPENSES			490.00
			=====
SUB-TOTAL		\$	2,472.68

FLAGGING SERVICE:

LABOR (CONDUCTOR-FLAGMAN)	_____ DAYS @	175.00	0.00
LABOR (FOREMAN/MAINTAINER)	2 DAYS @	145.00	290.00
INSURANCE 15.00%			43.50
SURCHARGE 61.49% (TRANSPORTATION DEPARTMENT)			0.00
SURCHARGE 69.08% (ENGINEERING DEPARTMENT)			200.33
EXPENSES			70.00
			=====
SUB-TOTAL		\$	603.83

SIGNAL WORK:

TEMPORARY ()			
PERMANENT ()			
			=====
SUB-TOTAL		\$	0.00

COMMUNICATION WORK:

TEMPORARY ()			
PERMANENT ()			
			=====
SUB-TOTAL		\$	0.00

LABOR:

TRAFFIC CONTROL	_____	MAN-HRS	14.00	0.00
REMOVE EXISTING CROSSING	_____	MAN-HRS	14.00	0.00
RENEW CROSS TIES	_____	MAN-HRS	14.00	0.00
RENEW RAIL	_____	MAN-HRS	14.00	0.00
INSTALL OTM	_____	MAN-HRS	14.00	0.00
INSTALL FIELD WELDS	_____	MAN-HRS	14.00	0.00
INSTALL GEO-TEXTILE FABRIC	_____	MAN-HRS	14.00	0.00
INSTALL SUB-DRAINS	_____	MAN-HRS	14.00	0.00
INSTALL BALLAST	_____	MAN-HRS	14.00	0.00
LINE AND SURFACE	_____	MAN-HRS	14.00	0.00
INSTALL CROSSING MATERIALS	_____	MAN-HRS	14.00	0.00
INSTALL BITUMINOUS PAVEMENT	_____	MAN-HRS	14.00	0.00
LABOR-TOTAL	675	MAN-HRS	14.00	9450.00
INSURANCE 15.00%				1417.50
SURCHARGE 69.08%				6528.06
EXPENSES				5062.50

SUB-TOTAL \$ 22,458.06

MATERIAL: NO. OF TRACKS =	1			
CROSS TIES, MAINLINE	54	EA	16.96	924.32
RAIL, RELAY - CUR	312	LF	4.20	1310.40
MISC. OTM	1	LOT	1500.00	1500.00
GEO-TEXTILE FABRIC	200	SY	2.75	550.00
SUB-DRAINS	160	LF	2.00	320.00
BALLAST	38	NT	9.50	356.25
FIELD WELDS	8	EA	60.00	480.00
RUBBER CROSSING	75	TF	225.00	16875.00
SOLID TIMBER CROSSING		TF	41.00	0.00
TIMBER/ASPHALT CROSSING	_____	TF	22.36	0.00
RUBBER/ASPHALT CROSSING	_____	TF	105.00	0.00
BITUMINOUS MATERIAL		NT	70.00	0.00
MATERIAL HANDLING 5.00%				1115.80

SUB-TOTAL \$ 23,431.77

CONTRACT:

ASPHALT PAVING (____) TONS IN PLACE	0.00
DISPOSAL OF WASTE MATERIALS - LUMP SUM	750.00
MAINTENANCE OF TRAFFIC - BARRICADES AT CROSSING	2000.00
ALL PAVING BY CITY OF GROVE CITY, OH AT NO COST TO CSXT	0.00

SUB-TOTAL \$ 2,750.00

EQUIPMENT:

GANG TRUCK	7	DAY	156.00	1092.00
BOOM TRUCK	7	DAY	81.00	567.00
DUMP TRUCK	7	DAY	156.00	1092.00
BACKHOE	7	DAY	133.00	931.00
COMPRESSOR	7	DAY	68.00	476.00
AIR DRILL/WRENCH	7	DAY	13.00	91.00
TIE TAMPER - TTPR3	2	DAY	774.92	1549.84
MISCELLANEOUS RENTAL	7	DAY	250.00	1750.00
ROLLER		DAY	162.00	0.00
BARRICADES		LOT		0.00

SUB-TOTAL

\$

7,548.84

TRANSPORTATION:

(OVER 350 MILES)

TON/MILE	0.0275	0.00
----------	--------	------

SUB-TOTAL

\$

0.00

WORK TRAIN:

DAY	1500.00	\$	0.00
-----	---------	----	------

SALVAGE:

RAIL	NET-TON	65.00	0.00
MISC OTM	NET-TON	75.00	0.00

SUB-TOTAL

\$

0.00

CONTINGENCIES 10% (EXCLUDES SIG. & COMM.)

\$

5,683.34

GRAND TOTAL

\$

65,266.76

DIVISION OF COST:

PRIMARY AGENCY 100 % CITY OF GROVE CITY, OHIO 65266.76

SECONDARY AGENCY 000 % 0.00

RAILROAD 000 % 0.00

TOTAL

\$

65,266.76

OFFICE OF CHIEF ENGINEER DESIGN & CONSTRUCTION

ESTIMATED BY: S. M. KELLY

TELEPHONE: (904) 359-1049

DATE: 05/19/92

REVISED: _____

S.M. Kelly

THIS ESTIMATE IS PRELIMINARY AND IS NOT BASED ON A FIELD SURVEY.
 FIELD CHANGES MAY OCCUR DURING ACTUAL CONSTRUCTION.